BILL NO. S-93-09-10

SPECIAL ORDINANCE NO. S-74-93

AN ORDINANCE approving the Contract for construction of the new St. Joseph Township Fire Station between **WEIGAND CONSTRUCTION COMPANY** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for construction of the new St. Joseph Township Fire Station by and between **WEIGAND CONSTRUCTION COMPANY** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

> **the construction of the new St. Joseph Township Fire Station for the Fort Wayne Fire Department;**

the contract price is Eight Hundred Sixty-Seven Thousand and no/100 Dollars ($867,000.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Resolution are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Lunsey, seconded by ~~_____~~, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 9-14-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Lunsey, ~~seconded by _____~~, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 9-28-93.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. S-74-93 on the 28th day of September, 1993

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of September, 1993, at the hour of 2:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of September, 1993, at the hour of 4:45 o'clock PM., E.S.T.

PAUL HELMKE, MAYOR

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Thirteenth day of September in the year of Nineteen Hundred and Ninety-Three

BETWEEN the Owner:
(Name and address)

Fort Wayne Fire Station Building Corporation
1000 Commerce Building
Fort Wayne, Indiana 46802

and the Contractor:
(Name and address)

Weigand Construction
1523 Summer Street
Fort Wayne, Indiana 46803

The Project is:
(Name and location)

New Fire Station No. 8 for the City of Fort Wayne, Indiana
6035 Rothman Road
Fort Wayne, Indiana 46835

The Architect is:
(Name and address)

MARTIN, RILEY & MOCK, Inc.
d/b/a MARTIN RILEY MOCK architects/consultants
222 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below. Commission No. 92120

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 180 calendar days after commencement of work

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Eight Hundred Sixty-Seven Thousand Dollars ($ 867,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

$865,000.00 plus Alternate 2 $1,000.00 and Alternate 3 $1,000.00 equals total of $867,000.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the seventh day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 6 August 1993, and are as follows:

Document	Title	Pages
	Contract Compliance and Conditions of the Contract as enumerated on the Table of Contents attached hereto.	See Project Manual

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Divisions	Title	Pages
	Specifications Divisions 1-16 as enumerated on the Table of Contents attached hereto.	See Project Manual

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

9.1.5 The Drawings are as follows, and are dated 6 August 1993 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Please see the Drawing Index attached hereto.		

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
One	27 August 1993	ADD-1 to ADD-15

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Fort Wayne Fire Station Building Corporation	Weigand Construction
OWNER	CONTRACTOR
(Signature)	*(Signature)*
MICHAEL REGA, VP	LAURENCE M. WEIGAND PRESIDENT
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Charles E. Layton, Director

Katherine A. Carrier, Member

C. James Owen, Member

ATTEST: Patricia J. Crick
Patricia J. Crick, Clerk

Paul Helmke, Mayor

PROJECT MANUAL TABLE OF CONTENTS
A New FIRE STATION No. 8 for the City of Fort Wayne, Indiana

BIDDING REQUIREMENTS

N	NOTICE TO CONTRACTORS
NB	NOTICE TO BIDDERS
IB	INSTRUCTIONS TO BIDDERS
P	PROPOSAL (BID)
F96	FORM 96
CFS	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT
BB	BIDDERS BOND
EBE	EMERGING BUSINESS ENTERPRISE DECLARATION FORM
PB	SPECIMEN FORM PAYMENT BOND
PG	SPECIMAN FORM PERFORMANCE AND GUARANTY BOND
GP	GENERAL PROVISIONS BOARD OF PUBLIC WORKS & SAFETY
C	CONTRACT
AAP	AFFIRMATIVE ACTION PROGRAM
NA	NOTICE OF AWARD
NP	NOTICE TO PROCEED
CSC	NOTICE OF SUBSTANTIAL COMPLETION
CA	COMPLETION AFFIDAVIT

CONTRACT COMPLIANCE (Post Bid)

NCR	NOTICE OF COMPLIANCE REQUIREMENTS
WSR	WAGE SCALE REPORT
SEF	SUBCONTRACTOR ELIGIBILITY FORM
CPR	CERTIFIED PAYROLL REPORT
MER	MONTHLY EMPLOYMENT REPORT
MUS	MANPOWER UTILIZATION SUMMARY

CONDITIONS OF THE CONTRACT

GC	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF THE WORK
01020	ALLOWANCES
01030	ALTERNATES
01040	PROJECT COORDINATION
01095	REFERENCE STANDARDS AND DEFINITIONS
01300	SUBMITTALS
01400	QUALITY CONTROL SERVICES
01500	TEMPORARY FACILITIES
01620	PRODUCT DELIVERY, STORAGE, & PROTECTION
01631	PRODUCT SUBSTITUTIONS
01700	PROJECT CLOSEOUT
01740	WARRANTIES AND BONDS
01900	WAGE SCALE

DIVISION 2 - SITE WORK

02110 SITE CLEARING
02200 EARTHWORK
02511 HOT-MIXED ASPHALT PAVING
02700 SITE UTILTIES
02900 LANDSCAPE WORK

DIVISION 3 - CONCRETE

03300 CAST-IN-PLACE CONCRETE

DIVISION 4 - MASONRY

04200 UNIT MASONRY

DIVISION 5 - METALS

05120 STRUCTURAL STEEL
05500 METAL FABRICATIONS

DIVISION 6 - WOOD AND PLASTICS

06100 ROUGH CARPENTRY
06192 PREFABRICATED METAL-PLATE-CONNECTED WOOD TRUSSES
06200 FINISH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 BUILDING INSULATION
07311 ASPHALT SHINGLES (Alternate Bid)
07410 MANUFACTURED ROOF AND WALL PANELS
07461 SOFFITS
07600 FLASHING AND SHEET METAL
07901 JOINT SEALERS

DIVISION 8 - DOORS AND WINDOWS

08111 STANDARD STEEL DOORS AND FRAMES
08211 FLUSH WOOD DOORS
08305 ACCESS DOORS
08333 OVERHEAD DOORS
08610 WOOD WINDOWS
08710 FINISH HARDWARE
08800 GLASS AND GLAZING

DIVISION 9 - FINISHES

09250 GYPSUM DRYWALL
09300 TILE (Alternate Bid)
09666 SHEET VINYL FLOOR COVERINGS
09678 RESILIENT WALL BASE AND ACCESSORIES
09680 CARPET
09900 PAINTING

DIVISION 10 - SPECIALTIES

10160 TOILET PARTITIONS
10350 FLAGPOLES
10500 METAL LOCKERS
10522 FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES
10525 FIRE POLE
10800 TOILET AND BATH ACCESSORIES

DIVISION 11 - EQUIPMENT

11452 RESIDENTIAL APPLIANCES

DIVISION 12 - FURNISHINGS

12372 KITCHEN CASEWORK

DIVISION 13 - SPECIAL CONSTRUCTION

Not Applicable

DIVISION 14 - CONVEYING SYSTEMS

Not Applicable

DIVISION 15 - MECHANICAL

15010 GENERAL PROVISIONS
15050 PIPE AND PIPE FITTINGS
15070 EQUIPMENT CURBS, BASES, AND SUPPORTS
15080 THERMOMETERS, GAUGES, AND BALANCING VALVES
15110 INTERIOR STORM AND SANITARY DRAINAGE
15130 POTABLE WATER SYSTEM
15140 PLUMBING FIXTURES
15150 PLUMBING EQUIPMENT
15160 PLUMBING SPECIALTIES
15170 INSULATION
15180 PIPE SLEEVES
15190 PIPE HANGERS AND SUPPORTS
15200 ACCESS DOORS
15230 NATURAL GAS SYSTEM
15240 REFRIGERANT PIPING SYSTEMS
15250 COOLING COIL CONDENSATE AND OVERFLOW DRAIN PIPING

DIVISION 15 - MECHANICAL (Continued)

15325	UNIT HEATERS
15335	AIR HANDLING UNITS
15340	FURNACES
15350	AIR CONDITIONING
15390	SHEET METAL
15415	DUCT FURNACES
15430	EXHAUST FANS
15431	CARBON MONOXIDE EXHAUST SYSTEM
15450	AIR TERMINAL DEVICES
15460	LOUVERS
15480	GAS VENT
15510	EQUIPMENT PIPING AND DUCTWORK IDENTIFICATION
15800	FIRE PROTECTION SYSTEM
15900	TEMPERATURE CONTROL
15990	BUILDING SYSTEMS TESTING AND BALANCING

DIVISION 16 - ELECTRICAL

16010	GENERAL PROVISIONS
16100	BASIC MATERIALS AND METHODS
16400	SERVICE AND DISTRIBUTION
16500	LIGHTING
16620	STANDBY POWER GENERATOR SYSTEMS
16700	COMMUNICATIONS
16725	TELEVISION SYSTEM
16750	FIRE CALL AUTOMATION (Alternate Bid)
16900	CONTACTORS, MOTOR CONTROLS

END OF TABLE OF CONTENTS

9163SPECS:TOC

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF, MARTIN RILEY ARCHITECTS/CONSULTANTS, AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS/CONSULTANTS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
C001	SITE PLAN
A101	FIRST FLOOR PLAN, ROOM FINISH SCHEDULE
A102	ENLARGED FIRST FLOOR PLAN
A103	SECOND FLOOR PLAN
A201	ELEVATIONS
A202	SECTIONS DETAILS
A203	WALL SECTIONS, DETAILS
A301	DETAILS
A302	DETAILS
S101	FOUNDATION PLAN, DETAILS
S102	SECOND FLOOR FRAMING PLAN, DETAILS
S103	ROOF FRAMING PLAN
ME101	SITE PLAN
ME102	SITE DETAILS
M101	HVAC PLAN
M102	HVAC DETAILS
M103	HVAC SCHEDULES
P101	HOT AND COLD WATER PLUMBING PLAN
P102	FIRST FLOOR SANITARY PLAN
P103	PLUMBING DETAILS
P104	PLUMBING DETAILS AND SCHEDULES
FP101	FIRE PROTECTION PLAN
E101	LIGHTING PLAN
E102	POWER PLAN
E103	DETAILS AND SCHEDULES

Performance Bond

Ohio Farmers Insurance Co.

Westfield Companies
Westfield Center, Ohio 44251-5001

Bond No. 5670625

KNOW ALL MEN BY THESE PRESENTS:

That Weigand Construction Co., Inc., 1523 Summer St., Fort Wayne, IN 468(
(Insert name and address, or legal title, of contractor)

as Principal, hereinafter called Contractor, and OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with principal office at Westfield Center, Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA
(Insert name and address, or legal title, of owner)
City/County Building, One Main St., Fort Wayne, IN 46802
as Obligee, hereinafter called Owner in the amount of

Eight Hundred Sixty Seven Thousand and no/100----- Dollars ($*867,000.00*)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 13, 1993

entered into a Contract with Owner for Fire Station No. 8

in accordance with drawings and specifications prepared by Martin Riley Mock,

220 W. Berry St., Fort Wayne, IN 46802
(Insert full name and title)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Contractor ceases work on the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this 13th day of September, 19 93

WEIGAND CONSTRUCTION CO., INC.
Principal

By Laurence M. Weigand

OHIO FARMERS INSURANCE COMPANY

By Demova S. Dennis
Attorney-in-Fact

Demova S. Dennis

BD 5047 - L (9-91)

General
Power
of Attorney
CERTIFIED COPY

POWER NO. 1301502 00

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **RALPH H. EDWARDS, WILLIAM F. ROEBEL, DEMOVA DENNIS, JOINTLY OR SEVERALLY**

of **FORT WAYNE** and State of **IN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"*Be It Resolved,* that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"*Section 1. Attorney-in-Fact.* Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"*Be It Resolved,* that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"*Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.*"

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its **Vice President,** and its corporate seal to be hereto affixed this **29th** day of **JANUARY** A.D., **1992** .

Corporate Seal Affixed

OHIO FARMERS INSURANCE COMPANY

By John J. Adornetto

John J. Adornetto *Vice President*

State of Ohio
County of Medina ss.:

On this **29th** day of **JANUARY** A.D., **1992** , before me personally came **John J. Adornetto,** to me known, who, being by me duly sworn, did depose and say, that he resides in **Homerville, Ohio;** that he is **Vice President** of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial Seal Affixed

James M. Walker

James M. Walker *Notary Public*

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **David S. Smith, Jr.,** Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 29th day of January A.D., 1992.

David S. Smith, Jr.

David S. Smith, Jr *Assistant Secretary*

BPOAO2

SPECIMEN FORM
PAYMENT BOND

BOND #5670625

KNOW ALL MEN BY THESE PRESENTS: THAT WEIGAND CONSTRUCTION COMPANY, INC.
Name of Contractor
a GENERAL CONTRACTOR
and OHIO FARMERS INSURANCE COMPANY, hereinafter called Principal,
Name of Surety
and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of EIGHT HUNDRED SIXTY-SEVEN THOUSAND AND NO/100---------- Dollars ($ 867,000.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the 13TH day of SEPTEMBER, 1993 for the construction of:

THE CITY OF FORT WAYNE FIRE STATION NO. 8 , ROTHMAN ROAD NEAR MAPLECREST ROAD

all in accordance with the specifications and Drawing No. [redacted], Sheets [redacted], prepared by the Fort Wayne [redacted] Department and special provisions, and according to the Detailed Specifications and Conditions contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

ORIGINAL

IN WITNESS WHEREOF, this instrument is executed _____ Number counterparts, each one of which shall be deemed an original, this 13TH day of SEPTEMBER, 1993.

WEIGAND CONSTRUCTION COMPANY, INC.
Principal

ATTEST:

(Principal) Secretary
LOREN C. BUNNEL, SECRETARY

BY _____ (SEAL)
LAURENCE M. WEIGAND, PRESIDENT
1523 SUMMER STREET
Address

FORT WAYNE, IN 46803

Witness to Principal
LYNN M. DURBIN, CONTROLLER
1523 SUMMER ST.
Address

FORT WAYNE, IN 46803

OHIO FARMERS INSURANCE COMPANY
Surety

By: _____
Attorney-in-Fact
WM. F. ROEBEL, CIC

ATTEST:

(Surety) Secretary, DEMOVA DENNIS

SEAL

Witness As to Surety
GREG ROEBEL
7337 WEST JEFFERSON BLVD.
Address

FORT WAYNE, IN 46804

INSURIT, INC.
Address

7337 WEST JEFFERSON BLVD.

FORT WAYNE, IN 46804

NOTE: Date of the bond must not be prior to date of contract. If the contractor is a partnership, all partners should execute the bond.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 09/17/93

PRODUCER

Lupke-Rice-Clancy Associates
P.O. Box 11309
Fort Wayne, IN 46857

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Weigand Construction Co., Inc.
1523 Summer Street
Fort Wayne, IN 46803

COMPANIES AFFORDING COVERAGE

COMPANY A: Cincinnati Insurance Co.

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	$	-------
A	X COMMERCIAL GENERAL LIABILITY	CPP0644277	1/1/93	1/1/94	PRODUCTS-COMP/OP AGG	$	500,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$	500,000
	OWNER'S & CONT PROT				EACH OCCURRENCE	$	500,000
					FIRE DAMAGE (Any one fire)	$	100,000
					MED EXP (Any one person)	$	5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$	500,000
A	X ANY AUTO	CPP0644277	1/1/93	1/1/94			
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$	
	SCHEDULED AUTOS						
	X HIRED AUTOS				BODILY INJURY (Per accident)	$	
	X NON-OWNED AUTOS						
					PROPERTY DAMAGE	$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
	ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	$	
					AGGREGATE	$	
	EXCESS LIABILITY				EACH OCCURRENCE	$	3,000,000
A	X UMBRELLA FORM	CCC2591839	1/1/93	1/1/94	AGGREGATE	$	3,000,000
	OTHER THAN UMBRELLA FORM					$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS		
A		WC 8900286-06	1/1/93	1/1/94	EACH ACCIDENT	$	100,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				DISEASE - POLICY LIMIT	$	500,000
					DISEASE - EACH EMPLOYEE	$	100,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Fort Wayne, IN named as additional insured as respects New Fire Station No. 8 for City of Fort Wayne, IN project.

CERTIFICATE HOLDER

Fort Wayne Fire Station Building Corp.
1000 Commerce Building
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gerald Clancy Gerald Clancy

© ACORD CORPORATION 1993

THE CITY OF FORT WAYNE

FIRE DEPARTMENT

FORT WAYNE - A WORLD ~ CLASS COMMUNITY

Paul Helmke
Mayor

September 13, 1993

Fort Wayne City Council
One Main Street, RM 126
Fort Wayne IN 46802

Dear Council Member;

I-93-09-10

The ordinance before you is for your approval of the construction contract between The City and Weigand Construction.

Weigand is the lowest bidder of four (4) for the construction of the Northeast Fire station on Rothman Rd.

The contract amount is $867,000.

Weigand is prepared to begin construction upon your approval with an estimated 180 day construction time table.

The construction of the station is an annexation commitment that must be completed before 12/94. Beginning construction in 1993 will insure that the station in operational at the given deadline.

The funding source for this project is a lease - purchase agreement approved by Council several months prior. Payments for the 10 year lease are included in the 1994 budget.

Sincerely,

Steven Hinton

Steven Hinton
Fire Chief

BILL NO. S-93-09-10

REPORT OF THE COMMITTEE ON
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract for construction of the new St. Joseph Township Fire Station between WEIGAND CONSTRUCTION COMPANY and the City of Fort Wayne Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Archie Lunsey			
Donald J. Schmidt			
[illegible]			
C R Edmonds			

DATED: 9-28-93

Sandra E. Kennedy
City Clerk